2018 - 2019 Supplement to

2017 - 2020 Collective Bargaining Agreement

between

Florida State University

and

Florida Public Employees Council 79
American Federation of State, County, and
Municipal Employees (AFSCME)
AFL-CIO
Operational Services, Administrative and Clerical,
and Other Professional Units

Approved for Florida State University

John Thrasher
President, Florida State University

5/21/18
Date
20.1 For Fiscal Year 2018 - 2019, the University will implement salary increases as follows:

A. The University will provide a merit pool equivalent to 1% of in-unit employees' salary base as of June 30, 2018, to be used to distribute merit increases to eligible in-unit employees. Such merit increases will be effective on or shortly after October 12, 2018, and based on the business needs of the University. To receive a merit increase, an eligible employee must be employed on or before July 1, 2017; have at least an Above Satisfactory rating on their performance evaluation as of September 7, 2018; have no official discipline since July 1, 2017; and must not have received a merit increase in the 6 months prior to the effective date of the increase.

20.2 If funds are available, the University may award additional merit adjustments to individual employees based on established University criteria.

20.3 If funds are available, the University may award market adjustments to individual employees based on established University criteria.

20.4 Complaints with respect to the distribution of salary increases or additives under this shall be grievable, but only to Step 1.
ARTICLE 21
BENEFITS

21.1 Current Employees.
A. State Employee Health Insurance Program. The University and AFSCME support legislation to provide adequate and affordable health care insurance to all employees.
B. Employee Assistance Programs. The following guidelines are applicable to the University’s Employee Assistance Program (EAP).
1. When an employee's EAP participation is designed in conjunction with the employer to improve job performance, then some limited time for participation, as described in University policy, shall be counted as time worked.
2. In requesting and being granted leave to participate in the University EAP, an employee, for the purpose of maintaining confidentiality, need reveal to their supervisor only the fact of such EAP participation.
3. Neither the fact of an employee’s participation in an EAP, nor information generated by participation in the program, shall be used as a reason for discipline under Article 6, or as evidence of a performance deficiency within the evaluation process referenced in Article 13, except for information relating to an employee’s failure to participate in the EAP consistent with the terms to which the employee and the University have agreed.

21.2 Retired Employees.
A. Employees who retire under the Florida Retirement System shall be eligible, upon request, to receive on the same basis as other employees the following benefits at the University, subject to University Regulations and policies:
1. retired employee identification card;
2. use of the University library (i.e., public rooms, lending and research service); and
3. placement on designated University mailing lists.
B. In addition, fees may be charged retired employees for the following, and/or access granted to them on a space available basis:
1. use of University recreational facilities;
2. a University parking decal; and
3. course enrollment of retired employees sixty (60) years or older who meet Florida residency requirements, without payment of fees, on a space available basis, in accordance with Section 1009.26(4), Florida Statutes.
MEMORANDUM OF AGREEMENT
BETWEEN
FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES
AND AFSCME, Public Employees Council 79

Fiscal Year 2017-2018 One-time Non-Recurring Performance Bonus for Eligible In-Unit Employees

WHEREAS, Florida State University Board of Trustees (hereinafter FSU) and the Florida Public Employees Council 79, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter AFSCME) are parties to a Collective Bargaining Agreement for the Operational Services Unit, the Administrative and Clerical Unit, and the Other Professional Unit employees, and

WHEREAS, The parties are desirous of implementing a one-time non-recurring Performance Bonus for Fiscal Year 2017-2018 for eligible in-unit employees.

NOW, therefore, the Parties hereby agree as follows:

1. FSU acknowledges the obligation to bargain wages, hours and terms and conditions of employment pursuant to Chapter 447, F.S.

2. For Fiscal Year 2017-2018, the University will implement a one-time non-recurring Performance Bonus as follows:
   A. Each eligible employee shall receive, on or about June 8, 2018, a one-time non-recurring Performance Bonus payment equal to 2% of their base rate of pay, which includes applicable taxes and withholding. Each eligible part-time employee shall receive a Performance Bonus payment prorated based on the full-time equivalency of his or her position.
   B. To receive a one-time non-recurring Performance Bonus, the employee must be employed on or before December 1, 2017, and be in active pay roll status on June 8, 2018.
   C. An “eligible” employee must have received a satisfactory evaluation, or, if no evaluation has been done, meet his or her required performance standards. If an ineligible employee achieves performance standards subsequent to the one-time non-recurring Performance Bonus implementation date, but on or before the end of the fiscal year, the employee shall receive the one-time non-recurring Performance Bonus. Such delayed Performance Bonuses shall be effective on the date the employee becomes eligible.
   D. An employee not in pay status on June 8, 2018, for the one-time non-recurring Performance Bonus, but who returns to pay status before June 30, 2018, will receive the one-time non-recurring Performance Bonus at that time, as long as s/he meet all the eligibility requirements outlined above.

3. Complaints with respect to the eligibility requirements and distribution of the one-time non-recurring Performance Bonus under this Memorandum of Agreement shall not be grievable.

4. This Agreement should not constitute precedent for the resolution of any other disputes between the parties.

For FSU:

[Signature]
Renisha Gibbs, Chief Negotiator
Date

For AFSCME:

[Signature]
Mark Jordan, Chief Negotiator
Date

4-12-2018